

MASTER AGREEMENT
TERMS AND CONDITIONS

AGREEMENT NO. GSS10403-RUBBER_STAMPS

1. **AGREEMENT REQUIREMENTS:**

This Master Agreement, No. GSS10403-RUBBER_STAMPS, (the "Agreement") between the Division for the Visually Impaired and the Delaware Industries for the Blind ("DVI/DIB") and Division of Government Support Services ("GSS") addresses the Rubber Stamp purchasing requirements for all State Agencies and shall be accessible to any School District, Political Subdivision, or Volunteer Fire Company. The scope of the products and services to be provided are outlined in Appendix A and Appendix B attached hereto.

2. **MANDATORY USE CONTRACT:**

In accordance with **Title 16, Subsection 9605, Delaware Code**. If any agency of this State intends to procure a product or service on the procurement list, that agency shall, in accordance with the rules and regulations of the Commission, procure such product or service, at the price established by the Commission from the Delaware Industries for the Blind and from qualified rehabilitation facilities. If the product or service is available within the period required by that agency, such procurement shall be mandatory. This chapter, however shall not apply in any case where products or services are available for procurement from any agency of this State and procurement therefrom is required under any statute, rule or regulation.

Pursuant to 16 Del. C., §9602(1) "Agency of this State" shall include all counties, towns, school districts or any other entity which is supported in whole or in part by funds appropriated by the General Assembly. These are Mandatory Use contracts for all that meet this definition.

Notwithstanding the foregoing, and in accordance with 16 Del. C ch 96 , , if any agency of this State intends to procure any product or service on the procurement list, that agency (hereinafter "Ordering Agency") shall, in accordance with the rules and regulations of the Commission for the Purchase of Products or Services of the Blind and Other Severely Handicapped Individuals (the "Commission"), procure such product or service, at the price established by the Commission, from the Delaware Industries for the Blind and from qualified rehabilitation facilities. If the product or service is available such procurement shall be mandatory, unless a waiver is issued by the Division for the Visually Impaired.

3. **AGREEMENT TERM AND AMENDMENTS:**

This Agreement shall be valid for an indefinite period beginning July 1, 2010. Addendums to this Agreement, as agreed to in writing by the parties, may be issued periodically to adjust pricing, or add new items as they become available in accordance with 16 Del.C. Ch 96. This Agreement shall remain in effect for the time period specified unless the Agreement is terminated in compliance with 16 Del. C. ch. 96. Any termination of this Agreement shall have no effect on the requirement to comply with 16 Del. C. ch 96.

4. **PRICES:**

Prices as set forth in Appendix B shall remain firm for the term of this Agreement, unless changed pursuant to 16 Del. C. §9604. In the event any such a change is made, the parties agree to amend Appendix B accordingly.

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5. **FUNDING OUT:**

The continuation of this Agreement is contingent upon funding appropriated by the General Assembly.

6. **MANDATORY PROCUREMENT WAIVER:**

In the event DVI/DIB cannot fulfill its obligations to ordering agencies under the terms and conditions of this Agreement, the Ordering Agency may request a mandatory procurement waiver from the Director of DVI/DIB to permit the purchase on the open market of a product listed in Appendix B. A waiver shall be granted by the Director only in accordance with 16 Del. C. §9605 and written notification of such waiver, if granted, shall be provided by the Director to both GSS and the Ordering Agency. Ordering Agency's receipt of a waiver from the Director shall constitute authorization for that agency to make its purchase in accordance with 29 Del. C. ch. 69 and in no instance shall any monies be due DVI/DIB from Ordering Agencies when such purchases are made.

7. **FORCE MAJEURE:**

Neither DVI/DIB nor the Ordering Agency shall be held liable for non-performance under the terms and conditions of this Agreement due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this Agreement.

8. **MANDATORY USAGE REPORT:**

One of the primary goals in administering this Agreement is to keep accurate records regarding its actual value. This information is essential in order to update this Agreement. The integrity of future agreements revolves around Government Support Services' ability to convey accurate and realistic information to the Public.

A report shall be furnished by DVI/DIB **MONTHLY** detailing the purchasing of all items on this Agreement. The format to be followed is described herein and shall be filed within fifteen (15) days after the end of each reporting period.

The report shall be submitted electronically in EXCEL and sent as an attachment to vendorusage@state.de.us It shall contain the six-digit department and organization code.

[illegible]

The report shall be submitted electronically in **EXCEL** and sent as an attachment to Insert Information. It shall contain the six-digit department and organization code for each agency and school district.

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9. **ORDERING PROCEDURE:**

DVI/DIB is required to have a local telephone number within the (302) area code. Each Ordering Agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems.

NOTE: The State of Delaware is in the process of implementing a new financials system, which will require the use of:

- Commodity/classification code: preferably the United Nations Standard Purchasing Code:
- The State of Delaware is implementing the PeopleSoft Financial system which uses items and services as a fundamental building block of its procurement system. These items are managed in central PeopleSoft tables called the Item Master. In conjunction with the items, the PeopleSoft procurement system maintains item categories, which are groupings of like items using the United Nations Standard Products and Service (UNSPSC) coding structure.

The State has made the determination to include the requirement in this Agreement for three reasons:

1. To find out what vendors can offer
2. To give the agencies and school districts a level of comfort in using electronic catalogs.
3. To prepare for this event by July of 2010 with the assistance of GSS.

10. **SHIPPING COSTS:**

Ordering Agency shall be responsible for all shipping costs associated with their orders.

11. **BILLING AND PAYMENT:**

The agencies or school districts who utilize this Agreement will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. DVI/DIB must accept full payment of the invoice amount by intergovernmental voucher, procurement (credit) card and/or conventional check and/or other electronic means at the State's option.

DVI/DIB is required to bill the respective Ordering Agency (s) within 30 days of order fulfillment. Ordering agencies shall provide Agreement number, ship to and bill to address, contact name and phone number.

12. **COMMODITY OR SERVICES COVERED BY AGREEMENT:**

All items specifically listed in Appendix B shall be procured pursuant to the Agreement provided, however, that ordering agencies shall have no obligation to procure any item not listed in Appendix B from DVI/DIB. Ordering agencies, however, are strongly encouraged to procure items not listed in Appendix B from DVI/DIB when an opportunity for cost savings exists and in order to further the legislative purpose of the State Use Law as set forth in 16 Del. C. § 9601. This encouragement is not a waiver of an Ordering Agency's obligation to comply with State procurement requirements as set forth in 29 Del. C. ch. 69.

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13. **AGREEMENT EXECUTION:**

This Agreement shall be executed by a representative of each party hereto who has the legal capacity and authority to enter the agency into a formal binding agreement with another State agency.

14. **PERSONNEL:**

- a. DVI/DIB represents that it has, or will secure at its own expense, all personnel required to perform the services required under this Agreement.
- b. All of the services required hereunder shall be performed by DVI/DIB or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

15. **VENDOR EMERGENCY RESPONSE POINT OF CONTACT**

DVI/DIB shall provide the name(s), telephone or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan April 2005.

16. **COMPLIANCE WITH STATE USE LAW GUIDELINES:**

In fulfilling its obligations under this Agreement, DVI/DIB agrees to comply with the requirements set forth in Section VI of the State Use Commission's "General Rules and Guidelines" (attached hereto as Appendix C) with respect to the performance of direct labor by disabled persons. DVI/DIB's noncompliance with said requirements, however, shall not constitute grounds for termination of this Agreement by GSS.

DEPARTMENT OF HEALTH AND SOCIAL SERVICES

Witness: _____

BY _____

DIVISION OF VISUALLY IMPAIRED

Witness: _____

BY  6-30-11

GOVERNMENT SUPPORT SERVICES:

Witness: 


Contract Administrator
GOVERNMENT SUPPORT SERVICES

APPENDIX A

GSS10403-RUBBER_STAMPS RUBBER STAMPS MASTER AGREEMENT

The Division for the Visually Impaired, Delaware Industries for the Blind, will provide all rubber stamp services. Stamps included will be regular rubber, self-inking, pre-inked rubber, metal self-inking, hand daters with wording, rotary time stamp and daters, and small frame and local daters with wording. Products, specifications and pricing are set forth in Appendix B.

GOVERNMENT SUPPORT SERVICES

DEFINITIONS AND GENERAL PROVISIONS

The attached Definitions and General Provisions apply to and are part of each establishment of a set-aside agreement. Should the General Provisions conflict with the Agreement, the Agreement shall prevail.

DEFINITIONS

Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

STATE: The State of Delaware

AGENCY: Contracting State Agency as noted on cover sheet.

DESIGNATED OFFICIAL: The agent authorized to act for the Agency.

GENERAL PROVISIONS: General Provisions are instructions pertaining to contracts in general. They contain, in summary, requirements of laws of the State, policies of the Agency, and instructions to vendors.

SPECIAL PROVISIONS: Special Provisions are specific conditions or requirements peculiar to the contract under consideration and are supplemental to the General Provisions. Should the Special Provisions conflict with the General Provisions, the Special Provisions shall prevail.

CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.

CONTRACTOR: Any individual, firm, or corporation with whom a contract is made by the Agency.

CONTRACT BOND: The approved form of security furnished by the contractors and his surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.

SECTION A - AWARD AND EXECUTION OF AGREEMENT

1. WARRANTY:

DVI/DIB shall be required to extend any warranty usually offered to the general public, FEDERAL, STATE, COUNTY, or MUNICIPAL governments, on material in this Agreement against defective material, workmanship, and performance.

2. THE AGREEMENT(S):

The Agreement(s) with DVI/DIB will be executed with the Office of Management and Budget, Government Support Services acting for all participating agencies.

3. INFORMATION REQUIREMENT:

DVI/DIB shall be required to advise the Office of Management and Budget, Government Support Services of the gross amount of purchases made as a result of the Agreement.

4. AGREEMENT EXTENSION:

The State reserves the right to extend this Agreement on a month-to-month basis for a period of up to three months.

5. TERMINATION:

Agreements shall remain in effect for the time period specified unless the Agreement is terminated in accordance with 16 Del. C. ch. 96.

SECTION B - GENERAL

1. LAWS TO BE OBSERVED:

The contractor is presumed to know and shall strictly comply with all National, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work.

2. EMERGENCY TERMINATION OF AGREEMENT:

- a. Due to restrictions which may be established by the United States Government on material, or work, the Agreement may be terminated by the cancellation of all or portions of the Agreement.
- b. In the event the contractor is unable to obtain the material required to complete the items of work included in the Agreement because of restrictions established by the United States Government and if, in the opinion of the Agency, it is impractical to substitute other available material, or the work cannot be completed within a reasonable time, the incomplete portions of the work may be cancelled, or the Agreement may be terminated.

3. **TAX EXEMPTION:**

- a. Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted.
- b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress).

4. **OR APPROVED EQUAL (PRODUCTS BY NAME):**

Specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Substitutions of products for those named will be considered provided the vendor certifies that the function, characteristics, performance and endurance qualities of the material offered is equal or superior to that specified.

5. **BASIS OF AWARD:**

The Office of Management and Budget, Government Support Services will award this Agreement in accordance with 16 Del. C. § 9605.

6. **INVOICING:**

The Ordering Agencies will generate a payment voucher upon receipt of an invoice from DVI/DIB.

SECTION C - EQUAL OPPORTUNITY

1. **EQUALITY OF EMPLOYMENT OPPORTUNITY:**

During the performance of any Agreement for financed in whole or in part by appropriation of the State of Delaware, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, creed, color, sex, age, or national origin. Such action shall include, but not be limited to the following: advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeships. The contractor agrees to post in conspicuous places, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, or national origin.
- c. The term "contractor for public works" means construction, reconstruction, demolition, alteration, and/or repair work, maintenance work, and paid for in whole or in part out of the funds of a public body except work performed under a vocational rehabilitation program. The manufacture or furnishing of materials, articles, supplies or equipment is not a public work within the meaning of this subsection unless conducted in connection with and at the site of the public work.